Patricia M. French Senior Attorney



300 Friberg Parkway Westborough, Massachusetts 01581 (508) 836-7394 (508) 836-7039 (facsimile) pfrench@nisource.com

July 14, 2005

BY OVERNIGHT DELIVERY AND E-FILE

Mary L. Cottrell, Secretary Department of Telecommunications and Energy One South Station Boston, MA 02110

Re: Bay State Gas Company, D.T.E. 05-27

Dear Ms. Cottrell:

Enclosed for filing, on behalf of Bay State Gas Company ("Bay State"), please find Bay State's responses to the following Record Requests:

From the Attorney General:

RR-AG-24 RR-AG-28 RR-AG-29 RR-AG-31

From the Department:

RR-DTE-2 RR-DTE-17 RR-DTE-27 RR-DTE-28 RR-DTE-35

RR-DTE-36 RR-DTE-37 RR-DTE-41 RR-DTE-42 RR-DTE-43

From the MOC:

RR-MOC-01

Please do not hesitate to telephone me with any questions whatsoever.

Very truly yours,

Patricia M. French

cc: Per Ground Rules Memorandum issued June 13, 2005:

Paul E. Osborne, Assistant Director – Rates and Rev. Requirements Div. (1 copy) A. John Sullivan, Rates and Rev. Requirements Div. (4 copies) Andreas Thanos, Assistant Director, Gas Division (1 copy) Alexander Cochis, Assistant Attorney General (4 copies) Service List (1 electronic copy)

COMMONWEALTH OF MASSACHUSETTS DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY

RESPONSE OF BAY STATE GAS COMPANY TO RECORD REQUESTS FROM THE ATTORNEY GENERAL D.T.E. 05-27

Date: July 13, 2005

Responsible: Joseph Ferro, Manager, Regulatory Policy

RR-AG-24:

Provide copies of all other contracts between the company and the special-contract customers. This response should include, but is not limited to, all contracts related to capital additions, expansions, and system upgrades or the provision of any other service to customers. Please provide the currently effective contracts, contracts that may have terminated, and all amendments and original contracts.

Response:

In addition to the material provided in AG-22-48, please see Attachment RR-AG-24(a) and Attachment RR-AG-24(b) for copies of executed special-contracts executed between the Company and Foxboro Realty Associates, LLC and MCI-Bridgewater (Commonwealth of Massachusetts), respectively.

These contracts do not contain special rates as the customers are receiving service under the Company's tariff rates.



Via Facsimile

September 27, 2001

Elise N. Zolie, Esq. Goodwin Proctor Exchange Place Boston, MA 02109

Re: Foxborough Contract: CMGI Field, 60 Washington Street, Foxboro, MA

Dear Ms. Zolie:

Enclosed is the above-referenced agreement executed by an authorized representative of Bay State Gas.

Please note the following: On the signature page, the Customer should be identified. Also, the name and title of the Customer's authorized representative should be identified. In addition, please insert the appropriate date on the Certificate of Authority.

Finally, I anticipate we will be able to exchange certificates of insurance tomorrow.

Sing@relv.

James H. Keshian Senior Attorney

JHK/dsm Enclosure

CONTRACT FOR INSTALLATION OF GAS SERVICE OR MAIN OR RELOCATION OF METER

This Agreement is made and entered into between FRAL Corp. and Foxboro Realty Associates LLC, CMGI Field, 60 Washington Street, Foxboro, Massachusetts (the "Customer" or a "Party") and Bay State Gas Company (the "Company" or a "Party"; collectively, the "Parties"). In consideration of the mutual covenants and conditions herein contained, the Company and Customer agree to the following terms and conditions:

SUMMARY & DESC	ription of Work	
Bay State Gas Compan	y (A NiSource Company)	
	Agreement No.	
	Customer Gas A/C	
	Initial Contribution	\$00
	Agreement Date	as of August 9, 2001
	Minimum Annual Volume (MCF)	40.800
	Minimum Annual Non-Gas Payment	\$60,000
	Deposit	\$0,00
C	tests the extension of the Company's gas-distrib and meters from the outside of the foundation vain at CMGI Field, 60 Washington Street, Foxb	ABII to tito momons homes as
☐ Customer requ	ests the Company to apgrade the existing gas so	
accommodate addition	nal gas equipment at (No. and Street)	(City of Town)
Customer requ	uests the relocation of the Company's gas meter	
(describe location).		•
(describe location).	is ready and willing to perform the Work (here	•

1

LIBB/1079633.11

B. The Customer commits to using/purchasing gas and/or transportation service at its property for a minimum term sufficient to reimburse the Company for performing the Work (hereinafter defined) pursuant to the terms hereof. The Customer acknowledges that the Company shall complete a major construction project summarized above and more particularly defined in Exhibit A ("Work"), in reliance upon Customer's request for service. In consideration and recognition thereof and the resources and funds committed by Company to make such service available, Customer agrees to make minimum annual payments to the Company, as provided herein, during the term of this Agreement. The Customer property where Work is to be performed is collectively referred to as the "Facility".

Article 1 - Responsibilities of the Parties

Section 1.0 - Customer Responsibilities

- 1.1. The Customer is responsible for backfilling the foundation to rough final grade prior to service installation. The Customer acknowledges that the Work may be delayed or cancelled by the Company, or this Agreement renegotiated subject to the approval of the Parties which shall not be unreasonably withheld, due to events beyond the Company's reasonable control (e.g., adverse weather conditions, soil or digging conditions, or denial or delay in issuance of necessary permits or imposition of burdensome conditions imposed by any permit granting authority, presence of ledge, wetlands or Hazardous Materials (see Article 8) or labor disputes), as provided herein.
- 1.2. Customer agrees to begin using/purchasing the Company's gas and/or transportation service on an interim basis within ninety (90) days of completion of the Work. If the Customer does not begin to do so within such ninety (90) day period, Customer shall reimburse the Company for the cost of the Work (including labor, materials, applicable taxes, overhead, etc.) (such amounts collectively, the "Cost"), as provided herein. The Cost of the Work may vary from the estimate set forth in Paragraph 3.1 to the extent provided herein (i.e., in Paragraph 1.24). Notwithstanding the foregoing, the period for measuring the minimum payments required under Paragraph 1.3 (hereinafter defined) shall commence on April 1, 2002 (the "Payment Commencement Date").
- a minimum volume of gas of 40,800 thousand cubic feet (from the Company, or from others but with delivery by the Company) per annum during each consecutive twelve (12) month period ("Contract Year") following the Commencement Payment Date. Commencing on the Payment Commencement Date, the minimum annual transportation revenues paid by the Customer to the Company shall be at least \$60,000 during each of ten (10) Contract Years ("Minimum Annual Transportation Revenue Requirement" "MATRR"). (Transportation revenues are represented on the monthly bill as the sum of Customer Charges and Distribution Charges, or if the Customer becomes a transportation customer, then transportation revenues will be Customer Charge plus Transportation Charge; the MATRR excludes any payments related to late payment charges, imbalance charges, cashout charges, gas commodity or any other gas supply charges, and any

payments prior to the Payment Commencement Date.) If transportation revenues received by the Company from Customer in any Contract Year are less than the MATRR (i.e., \$60,000), the Company shall charge, and the Customer agrees to pay, a Minimum Annual Adjustment Fee equal to the difference between the MATRR and the actual transportation revenue received equal to the difference between the MATRR and the actual transportation revenue received equal to the difference between the MATRR and the actual transportation revenue received equal to the difference between the MATRR. Minimum volumes applicable to any period of Contract Year in which it exceeds the MATRR. Minimum volumes applicable to any period of less than twelve months shall be determined by proration of the minimum annual volume and associated transportation revenues. Payments made consistent with this Agreement are not payments for gas and/or transportation service, but are in consideration of the Company's payments for gas and/or transportation service, but are in consideration of the Company's performance of the Work. Except as provided in Paragraph 1.4, the Customer acknowledges that the MATRR payable over the term of this Agreement (MATRR x 10) is due and payable to the Company even if Customer transports no gas during the term of this Agreement to the extent provided herein.

- Customer may terminate this Agreement upon two (2) months' prior written notice to the Company, with any such termination being effective at the end of the second month, following the month in which such notice of termination is delivered (the "Effective Early Termination the Customer shall pay to Date"). In the event of any such early termination of this Agreement, the Customer shall pay to the Company on the Effective Early Termination Date the buyout amount set forth in Exhibit B corresponding to the Contract Year in which the Effective Early Termination Date occurs. The Customer may only exercise the early termination option set forth above if it is not in Material Default under this Agreement (as provided in Article 5 of this Agreement) and provided that it timely pays the Company any other amounts due under this Agreement through the Effective Early Termination Date. However, such payment by Customer shall not abrogate any obligation of the Customer under this Agreement which is expressly identified as surviving the termination of this Agreement.
- reasonably available information describing the physical characteristics of the Facility, including surveys, site evaluations, legal and other required descriptions, information about existing conditions, sub-surface and environmental studies, reports, investigations and the like which it may have now or in the future; (ii) has marked and identified and/or shall mark and identify for the Company or cause to be marked and identified for the Company locations of all underground infrastructure (e.g., sprinkler system, septic system, underground electric, etc.) at or about the Facility; and (iii) has provided and/or shall provide all reasonably available site plan reviews and permits of the sort customarily obtained by the Customer for project development of this nature and required for the Company to carry out its Work at the Facility, except for those permits, authorizations or approvals customarily obtained by the Company for the Work, which the Company has obtained and/or shall obtain.

Customer warrants and represents that, to its knowledge, there are no conditions on or about the Facility (including, but not limited to, the presence of Hazardous Materials), which would make the Work unreasonably dangerous or would substantially alter the estimated cost of the Work

described in Paragraph 3.1 for the Company and/or its employees or agents. If the Customer becomes aware of any such conditions, it shall immediately notify the Company by facsimile, telephone or e-mail and follow-up such notification in writing within 24 hours, where applicable. The Parties agree that upon the occurrence and/or discovery of any such unforeseen conditions, the Customer will be responsible for and pay to the Company all additional costs/fees related to or caused by such conditions.

- 1.6. In the Company's performance of the Work, Customer shall allow representatives of the Company reasonable right of entry to those portions of Customer's Facility where gasdelivery equipment, including without limitation all pipes, services, mains, meters and fittings up to the Customer's meter fit, owned by the Company are to be located or where the Work is to be performed.
- 1.7. The Customer assumes full responsibility for the proper use of gas transported by the Company, and for the condition, suitability and safety of any and all Equipment (hereinafter defined in Section 2.1) at Customer's Facility that is owned or controlled by Customer and not owned by the Company consistent with Article 8 of this Agreement.

Section 1.20 - Company Responsibilities

- 1.21 The Work to be performed by the Company will meet applicable standards, laws and codes.
- 1.22 The Company has begun the Work, and shall continue to complete the Work in a commercially reasonable manner. The Company is not responsible for any Customer losses caused by Work delays or cancellation attributable to any refusals or delays by any governmental authority in issuing any necessary permits or approval to the extent provided herein.
- 1.23 The Company will refill any excavation with earth removed, compact the soil and will rake it smooth to the surface level. However, the Company will not be responsible for any other restorative work (e.g., repaving, grass reseeding nor any settling of refilled earth or pavement.).
- 1.24 The Work may be delayed or cancelled by the Company, or this Agreement renegotiated subject to the approval of the Parties which shall not be unreasonably withheld, due to events beyond the Company's reasonable control (e.g., adverse weather conditions, adverse soil or digging conditions, presence of ledge, wetlands, Hazardous Materials or denial or delay in issuance of necessary permits or imposition of burdensome conditions imposed by any permit granting authority, labor disputes, or an event of force majeure), as provided herein.

Article 2 - Ownership of Pines, Meters, Fittings, etc.

2.1. The Company will retain title, ownership and control of all pipes, services, mains, meters and fittings up to Customer's piping at the motor fit. All equipment, including without

limitation heating systems, gas lines, piping, fittings and parts ("Equipment"), beyond (downstream of) the Company's meter fit are owned or controlled by the Customer. Customer shall insure that such Equipment is in compliance with all applicable codes, laws and standards. Customer acknowledges that it is responsible for the operation, inspection and maintenance of its Equipment.

Article 3 - Customer Payments/Deposits.

- Cost of the Work may vary by no more than twenty-five percent (25%), i.e., up to \$485,349, consistent with Paragraph 1.24. Initially Customer shall contribute \$0 toward this amount. Customer acknowledges that it may be invoiced reasonable additional sums with regard to the Work to the extent provided in Paragraphs 1.2 and 1.3 above. All uncontested invoices submitted by the Company to the Customer hereunder or portions thereof shall be paid no later than thirty (30) days after the billing date (the "Due Date"). Customer's payment, payable to the Company, shall be forwarded to the financial institution and account number designated on the bill via first class mail or by wire transfer. Payment shall not be deemed to have been made until actually received by such financial institution. Should Customer fail to pay all or a portion of any invoice by its Due Date, Customer shall be liable for and shall pay a late payment charge "Charge for Late Payment", which may be included by the Company on subsequent invoices rendered to Customer. Such Charge for Late Payment shall be a rate not to exceed 1.5% per month, 18% per annum, and shall apply to contested invoices or portions thereof, where the Parties agree or if it is determined that such amounts are due and payable to the Company.
- 3.2. In the event that the Company reasonably is concerned about future payment under the terms of this Agreement based upon unexcused failures or delays in payment by the Customer, the Company may request that Customer provide a guaranty, executed by an affiliated entity reasonably satisfactory to the Company, guarantying Customer's obligations under this Agreement. In lieu of the guaranty, the Customer, at the Customer's sole discretion, may provide a letter of credit reasonably acceptable to the Company.
- 3.3. The enumeration of the foregoing shall not be deemed a waiver of any other remedies to which the Company is entitled in law or equity.
- 3.4. Payments, deposits and guarantees made under this Agreement are not for gas service or transportation service, but for Work,

Article 4 - Regulatory Oversight

4.1. The terms and conditions of this Agreement may be subject to the review of the Massachusetts Department of Telecommunications and Energy ("MDTE"). Both Parties agree to comply with any reasonable changes required in this Agreement required by, or orders of, the MDTE.

Article 5 - Material Default.

The following constitute events of Material Default:

- 5.1. Where the Customer (i) files for or becomes subject to a proceeding under federal or state bankruptcy or insolvency law seeking liquidation or reorganization, or the readjustment or indebtedness (unless such proceeding shall be dismissed within thirty (30) days from the date it is instituted); (ii) makes an assignment for the benefit of creditors, becomes insolvent, or is unable to pay its debts generally as they become due; (iii) consents to the appointment of any receiver, administrator, liquidator or trustee of its property or any receiver, administrator, liquidator or trustee shall be appointed for all or any part of the property of either Party; or (iv) takes any action for the purpose of effecting any of the foregoing;
- 5.2. Where the Facility is taken by exercise of the right of eminent domain or its equivalent by any authority, person or entity, unless (i) such authority, person or entity agrees to be bound by this Agreement; or (ii) Customer demonstrates to the reasonable satisfaction of the Company that its rights to operate the Facility for the balance of the term of this Agreement are substantially unimpaired. In the event of a taking entitling the Company to accelerate amounts due hereunder, the Company shall be entitled to any condemnation award not to exceed the amount of any amounts due under this Agreement, including without limitation all unpaid current and future MATRR's. Customer shall immediately notify the Company in writing of any actual or threatened condemnation action or proceeding and in any proceeding to determine the condemnation award shall introduce this Agreement as evidence of Customer's damages.
- 5.3. Where Customer conveys, transfers, loses or relinquishes its right to own or operate or occupy the Facility to any authority, person or entity, except an entity to whom Customer may assign this Agreement under Paragraph 9.11, unless the Company shall have approved of ownership, operation or occupancy of the Facility by such other person, authority or entity as the case may be, which approval may be made subject to the Company's reasonable satisfaction that same is capable of and willing to fulfill the requirements of this Agreement, or that Customer's rights to occupy or operate the Facility for the term of this Agreement are substantially unimpaired.
 - 5.4. Where Customer abandons ownership, occupancy or operation of the Facility.
- 5.5. Where Customer fails to make commercially reasonable efforts to restore the Facility to full or substantially full operating condition following any casualty loss or any other disturbance to operations and such failure continues for at least sixty (60) days.
- 5.6. Where Customer repudiates this Agreement with respect to the performance of an obligation not yet due, or attempts to do so, or does not reply in writing within ten (10) days to the Company's inquiries regarding Customer's future performance hereunder.

- 5.7. Where Customer fails to perform, and does not cure at the Company's reasonable request within a reasonable period, a material obligation of this Agreement not otherwise specifically described in this Article 5.
- 5.8. Where Customer fails to maintain the guaranty or letter of credit required hereunder, or to pay the Company any amounts due in accordance with the terms of this Agreement, including without limitation the Minimum Annual Adjustment Fee, where any such failure is unexcused.
- 5.9. Where the Customer terminates its gas and/or transportation service obtained from the Company, prior to the expiration of the Term of this Agreement, except as provided in Paragraph 1.4.

The defaulting Party shall provide written notice of the occurrence of any event of Material Default by such Party promptly upon such Party's initiating or learning of the occurrence of such event.

Article 6 - Remedies.

6.1. In addition to, and independent of, any other rights or remedies available to the Company (including without limitation its rights of indemnification), upon the occurrence of an event of Material Default, the Company shall have the right, but not the obligation, upon ten (10) days prior notice the Customer, to declare all amounts (past, current and future) due hereunder, including without limitation all MATRR payments which would have been due during the term of this Agreement, immediately due and payable to the Company. In such event, Customer shall be obligated to immediately pay to the Company the discounted present value (at a nine percent [9%] rate) of the difference between ten (10) times the MATRR and the actual transportation payments made by Customer to date under this Agreement upon receipt of an invoice from Company for such amounts.

Arttele 7 - Force Majeure,

7.1. To the fullest extent allowed by law, the Company shall not be liable in damages or otherwise for any failure to perform its obligations hereunder occasioned by or in consequence of any event of force majeure, including acts of God, strikes, lockouts, labor disputes or other industrial disturbances, acts of the public enemy or terrorists, civil disturbances, wars, blockades, riots, epidemics, landslides, lightning, earthquakes, fires, storms, storm warnings resulting in the abandonment of Company facilities, explosions, or accident to Company machinery or lines of pipe, partial or total failure or threat thereof to Company's reserved firm transportation capacity, partial or total failure to perform of upstream transporting pipelines, emergency repair to equipment or lines of pipe, or by a break, or fault, or threat thereof, in Company's distribution system, the order, action or inaction or delay of any court or regulatory, governmental or public authority which prevents, delays or restricts performance and which has been resisted in good faith by reasonable legal means, a controversy with a landowner or any holder of an interest in

real estate resulting in the inability of the Company to acquire (under commercially reasonable terms and conditions), or causing delays on the part of the Company in acquiring, servitudes, easements, rights of way, grants, permits or licenses necessary to enable the Company to fulfill its obligations hereunder, or any other similar or dissimilar cause, whether of the kind herein enumerated or otherwise, to the extent any of which is beyond the Company's reasonable control and by the exercise of due diligence the Company is unable to overcome.

7.2. A claim of force majeure shall not relieve the Company of liability in the event of its failure to use due diligence to remedy the situation and remove the causes or contingencies affecting the performance of this Agreement, nor shall a claim of force majeure or impossibility relieve any Party from its payment obligations hereunder, including without limitation the MATRR, although any such event shall result in a temporary abatement of the Customer's obligations hereunder to the extent it results in any interruption of gas service of more than three (3) consecutive days during any thirty-day (30) period. The occurrence of a force majeure event affecting the Company's system shall not be a basis for the Customer's termination of this Agreement nor shall it be the basis for a permanent reduction of the MATRR. The term of this Agreement shall be extended for the same period of time that service was not provided to the Customer. Nothing contained herein shall be construed to require the Company to settle or prevent (i) a strike or other controversy with employees or with anyone purporting or seeking to represent employees, or (ii) a controversy with a landowner.

Article 8 - Limitation of Liability/Indemnification

To the fullest extent allowed by law, the Parties agree that:

- 8.1. Unless there is negligence on the part of the Company, the Company shall not be liable for damage to the person or property of the Customer or any third party resulting from the use of gas or the presence of the Company's appliances and equipment on the Customer's premises. In no event shall the Company be liable to the Customer or any third party for any indirect, consequential, or special damages, whether arising in tort, contract or otherwise, by reason of any services or Work performed under this Agreement, or undertaken to be performed, or actions taken by the Company, or its agents or employees, under the Schedule of Rates, or in accordance with or required by law.
- 8.2. The Customer assumes full responsibility for the proper use of gas delivered by the Company and for the condition, suitability and safety of any and all Equipment owned or controlled by the Customer which is not the Company's property. The Customer shall indemnify and save harmless the Company from and against any and all claims, expenses, legal fees, losses, suits, awards or judgments for injuries to or deaths of persons or damage of any kind, whether to property or otherwise, arising directly or indirectly by reason of: (i) the routine presence in or use of gas from pipes owned or controlled by the Customer; or (ii) the failure of the Customer to perform any of its duties and obligations as set forth in this Agreement where such failures creates safety hazards; or (iii) the Customer's improper use of gas or its Equipment.

- Notwithstanding the foregoing, with regard to "Environmental Impact Claims" (defined below), the Customer shall, to the fullest extent permitted by law and as a contractual condition of this Agreement, release, defend, indemnify and hold harmless the Company, its subcontractors, and Company's agents, officers, affiliates, directors and employees from and against all claims, damages, losses and expenses, whether direct, indirect, or consequential, including without limitation fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the actions or inactions of the Company, its agents or subcontractors or from any claims against the Company arising from the acts, omissions, or work of others. Such release and indemnity by the Customer shall not apply where a Hazardous Material (defined below) is first introduced into the environment as a result of the Company's or its agents negligence. Environmental Impact Claims are defined as claims, suits, judgments, costs, losses and expenses (including attorneys' fees) that arise out of, are related to, or are based upon the actual or threatened dispersal, discharge, escape, release, of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases, or any other material, irritant, contaminant, or pollutant in or into the atmosphere or on, onto, upon, in or into the surface or subsurface (i) soils. (ii) water or water course, (iii) objects, or (iv) any tangible or intangible matter, whether sudden or not. The Parties agree that the Company is released from responsibility and/or liability for any conditions or at about the Facility. The Parties agree that the Customer shall bear full responsibility and liability for the existence or presence at the Facility of any toxic, hazardous, radioactive, infectious or other dangerous substances and all substances or materials regulated at any time of determination as toxic or hazardous according to any United States federal or Commonwealth of Massachusetts law or regulation (collectively, "Hazardous Materials"). The Parties recognize that the Company is not charged with searching for or identifying Hazardous Materials. The Company shall notify the Customer and may inform any governmental agency with jurisdiction, of any soil that it excavates or any materials it comes in contact with at the Facility which has any unusual odor, texture, or appearance or any other unusual condition. In such instances, the Company may cease Work and shall inform the Customer of such occurrence. The Company may resume the Work when the Customer (through appropriate experts) has determined that such soil does not contain Hazardous Materials or once the Customer provides instructions and means (e.g. contractors, funds, etc.) for the proper disposition of contaminated soil or other Hazardous Materials, if any. The Customer shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether it is a Hazardous Material requiring corrective measures and/or remedial action and Customer agrees to share such information with the Company. Such measures shall be the sole responsibility of the Customer and shall be performed in a manner minimizing any adverse affect upon the Work.
 - 8.4. The Parties acknowledge and understand that the actions which may be undertaken as part of the Work, including subsurface excavation, entail uncertainty and risk of injury or damage to facilities or structures that cannot be avoided even with compliance of generally accepted engineering practices.
 - 8.5. The provisions of this Article 8 shall survive the termination of expiration of this Agreement.

Article 9 - Other Important Provisions

- 9.1. This Agreement is effective as of the date first written above and shall continue in full force and effect for ten (10) years from the Payment Commencement Date or until all obligations and duties of the Parties provided for under this Agreement have been fulfilled.
- 9.2. The Parties acknowledge that the Company's terms and conditions and rates approved by and on file with the MDTE (the "Tariff") shall govern the sale and/or transportation of gas by the Company to the Customer. Notwithstanding the foregoing, the Parties may enter into an agreement to sell and/or transport gas not subject to the Tariff, provided that MDTE approves any such agreement to the extent required under applicable law.
- 9.3. No waiver by a Party of any of one or more defaults by the other Parties in the performance of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character. Customer hereby waives any right to contest any motion by the Company for Relief from the Automatic Stay provisions of the U.S. Bankruptcy Code or similar provisions of any state law.
- 9.4. At all times during the term of this Agreement, each Party shall comply with all applicable laws of all governmental authorities having jurisdiction over the Work.
- 9.5. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hercof and supersedes all prior agreements, representations and understandings, written or oral, pertaining thercof. Any modifications, amendments, or changes to the Agreement shall be binding upon the Parties only if agreed upon in writing by authorized representative of the Parties hereto.
- 9.6. All headings and captions contained in this Agreement are for convenience only and shall not, in any way, affect the meaning of any provision hereof. This Agreement may be executed or amended in one or more counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of which together shall constitute one instrument. Facsimile signatures of the Parties on this instrument and any amendment thereto, shall be legally binding.
- 9.7. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid such provision shall be deemed modified so as to be no longer invalid and, all of the remaining provisions of this Agreement shall remain in full force and effect. The recitals set forth in this Agreement are an integral part hereof and shall have the same contractual significance as any other language contained in this Agreement.
- 9.8. Every notice, request, or other statement to be made or delivered to a Party pursuant to this Agreement shall be directed to such Party's representative at the address or facsimile number given below or to such other address or facsimile number as the Party may designate from time to time. 'Inc Parties' addresses and facsimile numbers are:

(a) If to Customer:

Richard A. Karelitz, Esq. FRAL Corp. and Foxborough Realty Associates ILC One Boston Place Boston, MA 02108 Phone: (617) 305-7612 Fax: (617) 305-7712

Andrew D. Wasynczuk
FRAL Corp. and
Foxborough Realty Associates LLC

60 Washington Street
Foxborough, MA 02035-1399

With a copy to:

Steven J. Comen, Esq. Goodwin Procter LLP Exchange Place Boston, MA 02109 Phone: (617) 570-1660 Fax: (617) 523-1231

(b) If to the Company:

Edward Furiado
Bay State Gas Company
995 Belmont Street
Brockton, MA 02301
Phone: 508-580-0100
Fax: 508-427-5741

Joseph Henriques, Sales Manager Bay State Gas Company 995 Belmont Street Brockton, MA 02301 Phone: 508-580-0100 Fax: 508-427-5741 With a copy to:

Legal Department
Bay State Gas Company
Westborough, MA 01581
Phone: 508-836-7000
Fax: 508-836-7039

For purposes of this Agreement, the date on which any notice, request, statement, payment or other communication (including communication by facsimile) shall be deemed to have been given shall be the date on which it is received by the recipient or the date on which receipt is refused.

- 9.9. It is specifically agreed by the Parties hereto that in no event shall any rights to termination or damages conferred by law or conferred by this Agreement be presumed to be adequate remedies for any Material Default hereunder.
- 9.10. All Work performed by or on behalf of the Company has been and will be performed by the Company's own employees or by union contractors.
- 9.11. Any entity which shall succeed by purchase, merger or consolidation to the properties, substantially or as an entity, of either Party hereto, shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement. The Company or Customer may, without relieving itself of its obligations under this Agreement, assign or transfer any of its rights or obligations hercunder to an entity with which it is affiliated, but otherwise no assignment or transfer of this Agreement or any of the rights and obligations hercunder shall be made, unless there first shall have been obtained the written consent of the other Party. Such consent shall not be unreasonably withheld or delayed. It is agreed, however, that the restrictions on assignment/transfer contained herein shall in no way prevent either Party from pledging or mortgaging its rights hereunder as security for its indebtedness.
- 9.12. This Agreement is entered into in and shall be construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its choice of law principles. The Parties hereto agree that any and all actions, suits or claims with respect to this Agreement shall be brought in a state or federal court located in the Commonwealth of Massachusetts or before the MDTE, if appropriate. This Agreement shall not be interpreted either more or less favorably toward either Party by virtue of the fact that such Party or its counsel was responsible or principally responsible for the drafting of all or a portion hereof.
- 9.13. This Agreement is entered into solely for the benefit of the Parties and is not intended to confer third-party beneficiary status on anyone else. Nothing in this Agreement shall be deemed to constitute a joint venture, partnership, corporation or any other entity taxable as a corporation or otherwise.

[SIGNATURE PAGES TO FOLLOW]

Cristomes	
By: Market	
Iss: Duly kuthorisad	
Dete:	_ -
Bay State Gas Company	
	- Davidaniant
Its: DIPECTOR Sales & BUS	wess Development
Date: 9/27/01	· .

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CERTIFICATE OF CORPORATE AUTHORITY

I, Richard A. Karelitz, do hereby certify that I am the duly elected, qualified and ceting Assistant Secretary of FRAL Corp. and Foxboro Realty Associates, LLC (collectively, the 'Customer'), entities in good standing with authority to conduct business in Massachusetts.

I hereby further certify that ANDREW WASHICZUK is authorized to execute and deliver on behalf of Customer and bind said corporation to the foregoing Agreement by and netween said corporation and Bay State Gas Company, dated as of August 9, 2001.

WITNESS my hand and the corporate seal of Customer this ____ day of September 2001.

RICHARD A. KARELITZ

EXHIBIT B

Early Terminat	ion Buyout
A	8
Beginning of Contract Year	Buyout Amount
1	\$388,279
2	\$343,876
3	\$299,473
4	\$255,070
5	\$210,667
6	\$166,264
7	\$121,861
8	\$77,458
9	\$33,0550
10	Ō

Exhibit A

Description of Work

• Installation of 7,200 feet of gas main (six-inch plastic pipe) to be connected to the nearest point on the Company's existing gas main.

Installation of four gas service lines (450 feet of four-inch and 1,000 feet of two-inch plastic pipe).

• Installation of four gas meters.

Plus all associated labor and miscellaneous materials.

FAX TRANSMISSION

COMMONWEALTH OF MASSACHUSETTS DEPARTMENT OF CORRECTION

100 CAMBRIDGE STREET BOSTON, MASSACHUSETTS OZZOZ (617) 727-3300 pct. 144 FAX: (617) 727-7403

To: William D. MAC Gillivray Coursel, Bry State GAO Es.

Date:

9/29/99

Fax#: 508-836-7073

Pages: /9), including this cover sheet.

From:

Herbert Charles Hanson, Associate General Counsel

Subject: Bridgeunster Bry State GAS Agreement

COMMENTS:

I'm plenoso to ottach a signe Agreement For the above project. The DOC less occuption the contract in Fill. As soon as receive the original signer copy, I'll forward it to you along with the receives member of copies. In the wearting, please consision the untrent in force as of today. Thanks For your resistance!

Harb H

COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT FORM



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NAV SEATE GEO COMPANY	Command Magazine Police V. WIHEERS
occontrad Monager: John R. Sport optiona: (508) 836-7039 optiona: (508) 836-7039	Phose 508.482.3333
Distribute and Marine Andrew 300 Fribers Parkways Restborough, MA W01581	Business and Martine Address ST. SUITE 3 3698
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FOR THE CONTRACTOR.	PORTUR DEPARTMENT: MUSCAL
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>>NAME John R. Show	NAME PETER V. MACCHI
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	DATE:
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>> DATE: 9-27-99	DATE:

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Appendix

COMMONWEALTH TERMS AND CONDITIONS



brund by the Essentive Office for Administration and FORMER (ANT), the Office of the Comprelier (CTR) and the Department of Promentant and General Services (POS) for use by all Commonwath of Mestadusens

"Sine 7 Department and Contractors. Any theory or electronic electronic by done the Department or the Constitute on the official version of this form as pointy published by ANF, CTR and PGS, about wold this form and any underlying Commer Upon excession of these Commonwealth Territe and Conditions by the Contractor and filing as prescribed by the Office of the Compitality these Commonwealth Terms and Conditions will be interrporated by reference into any Conserved for Commodition and Services exercised by the Consider and pity State Department in the absence of a supersenting law or regulation requiring a different Comment forms. Performance that invious service rendered obligations due come becaused commodifice and deliverables provided and amount by the Department, program provided to other commisments surherized sender a Compact. A fellowable shall include any inspirit pressent to be delivered as an element of performance under a Contract The Communication is emitted to extend up and postersion of all definerables purchased as accepted with State funds. Common shall mean the Standard Comman Form terest jointly by ANT, CTR and POIS.

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This Commonwealth Testes and Conditions form is jointly the effective date and period of the notice, the reasons for the termination or superior. If applicable are alleged brusch or believe as perform & reasonable besting to the side affecting services or trades to because in abbilioustic and an mountains or participans and maning allowable and tiles, come or expenditure by the Contractor during the model period.

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S. Subspenser By Consesser. Any subspenses street into by the Comment for the proposed of fulfilling the chiefendors under a Contrast sumt be to writing, assembled in advance by the Department and shall be constituted with and subject to the provisions of these Comments Towns and Conditions and a Contract. Substitutes will not relieve or elements the Constant from any dony, ebilection responsibility or liability arising under a Comman. The Department is smilled to copies of all assessments and small and he bound by any truck a real of midwest mentioned in a midwest to which it is not a point

10. Afformation Action: Non-Discrimination in Afford and Employees
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11. Indoperationality. Unions order was commended by law, the Contractor shall indomerify and both harmless the State, including the Department, its applications and suppleyed against any social electric, liabilities and order for incrossed injury or property demograt, pattern or supprisint fairing amond or editor Commence performance of a Commen, including but the fore to begind to the suchigane, articles or transmissal anadost of the Continues, in agents, officercomployed or subcommences. The Comments shall at no time be comidered an of expressions of the Department of the State. After prompt entitlested of a rigin by the Built the Contractor that have an opportunity to personnic of the defined of cash claim and any magnitud performed agreement or judgment The first stall put be liable for any cour interned by the Commanter while puragraph. Any tedementation of the Contractor shall be subject to appropriation and applicable law.

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ENERGY RELATED SERVICES AGREEMENT

This Agreement entered into this	day of	, 1999 by and
between Bay State Gas Company ("Bay State	ግ), a Massach	usetta gas distribution
company, and Department of Correction by the	≘ MCI-Bridgev	water which includes the
Bridgewater Correctional Complex ("MCI-B"),	an agency of t	the Commonwealth of
Massachusetts.		•

Recitals

- A Bay State is ready and willing to provide the necessary extensions to its system to (a) provide a gas service line to the power plant (b) provide the necessary internal gas piping to two Riley boilers and one Cleaver Brooks boiler, and (c) to retro fit such boilers currently using oil for space and water heating ((a), (b) and (c) collectively being "the Work") so that such equipment ("the equipment") will have the capability to use either oil or gas as its fuel, and
- B. MCI-B is ready and willing to use gas as its primary fuel for the equipment for a minimum term sufficient to cover the costs to Bay State of performing the Work.

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions herein contained, Bay State and MCI-B agree as follows:

Article 1 Responsibility of the Parties

- 1.1 Responsibility of MCI-B
- 1.11 MCI-B will be prepared for Bay State to begin the Work within one (1) month of the date of this Agreement; Bay State has the right to renegotiate terms and conditions or cancel this agreement if MCI-B is not prepared within four (4) months of the date of this Agreement.
- 1.12 MCI-B agrees to begin using/purchasing Bay State's gas and/or transportation service within 90 days of completion of the first of three boilers to be installed (the "Initial Phase"). If such use/purchase does not begin within this time, MCI-B shall reimburse Bay State for the actual cost of the Work, unless an extension of time for good cause is agreed upon in writing which agreement shall not be unreasonably withheld.
- 1.13 MCI-B warrants that natural gas will be the primary fuel for the equipment. MCI-B agrees to purchase a minimum volume of gas (from Bay State or from others but with delivery by Bay State) per annum during each consecutive twelve month period, commencing with the first month after the Work is completed, ("Commencement Date") for a period of ten years. The minimum volume in terms of transportation revenues to Bay State billed by Bay State to MCI-B shall be at least \$383,000 during each 12 month period from the Commencement Date and for subsequent Anniversary Dates. (Transportation revenues are represented on the monthly bill as the sum of Customer Charges and Distribution Charges or if MCI-B becomes a transportation customer only then transportation revenue will be Customer Charge plus Transportation Charge.) If transportation revenues received by Bay State are less than the minimum transportation

revenues of \$363,000. Bay State shall charge, and MCI-B agrees to pay, a Minimum Annual Adjustment fee of the difference between \$383,000 and the actual transportation revenue received. Transportation revenues received by Bay State from MCI-B in excess of \$363,000 in any 12 month period, shall be applied to reduce MCI-B's minimum payment requirement in subsequent years. Minimum volumes applicable to any period of less than twelve months shall be determined by proration of the minimum annual volume and associated transportation revenues. Such payment under this paragraph is not a payment for gas but shall be considered a payment for a service.

1,14 MCI-B will identify underground infrastructure (e.g.: sprinkler system, septic system, underground electric, etc.) or of any other structure or condition on or about its property which could affect the Work hereunder requested.

1.2 Responsibilities of Bay State

- 1.21 Bay State's facilities and all aspects of the Work to be performed on MCI-B's equipment and transferred to MCI-B will meet applicable standards, laws and codes.
- 1.22 Bay State will begin Work within a reasonable period of time after this Agreement has been signed by both parties, and MCI-B is prepared for the Work to begin. Bay State is not responsible for any MCI-B losses caused by Work delays or cancellation or any refusals by a governmental authority to issue any necessary permits or approvals.
- 1.23 Bay State will refill any excavation with earth removed, compact the soil, and will rake it smooth to the surface level, however, Bay State will not be responsible for grass reseeding nor for any settling of refilled earth.
- 1.24 This installation may be delayed or cancelled, or the terms renegotiated, due to adverse weather or digging conditions, or dental of necessary permits or approvals.
- 1.3 The parties understand that, by order of the Massachusetts Dapartment of Environmental Protection signed on June 15, 1999, the Cleaver Brooks boiler must be converted by October 15, 1999, and the two Riley fire tube boilers by October 15, 2000. If BSG learns or determines that either of these deadlines will not be met, it shall immediately inform MCI-B in writing as to the anticipated length of delay and the cause of the delay. MCI-B will immediately convey that information to DEP with a request for extension of the relevant deadline as required under the DEP order. The parties agree that these deadlines govern the project timetable except for presently unforeseen circumstances outside of their control which may result in delay.

Article 2 Ownership of Pipes, Meters, Fittings, etc.

2.1 Bay State will retain title, ownership and control of all pipes, services, mains, meters and fittings up to MCI-B's piping. All piping, fittings, parts and equipment installed as part of the Work beyond Bay State's meter will become the property of MCI-B when MCI-B has fully complied with the covenants and conditions of this Agreement. The equipment that will become the property of MCI-B is warranted to be free from

defects in design and operation for one year from the date of Initial operation. During such warranty period, Bay State will at no cost to MCI-B either repair or replace parts of the equipment to achieve the intended specifications. After the warranty period, MCI-B will be responsible for the maintenance, repair or replacement of such equipment. Bay State has the right to serve other customers with the gas mains it installs pursuant to this Agreement as long as such service does not interfere with the supply of gas necessary for MCI-B to operate the bollers.

Article 3 Payment

3.1 Bay State's estimated cost of Work described above is \$2,216,540. MCI-B shall contribute \$0.00 toward this cost at installation. MCI-B admowledges that it may be billed additional amounts for the cost of the Work pursuant to Paragraph 1.13 above if it fails to take delivery of the required volume of gas that will provide a minimum of \$363,000 in transportation revenue to Bay State. MCI-B will be billed regularly (either monthly or bimorthly) for gas use at gas rates approved by, and on file with, the Massachusetts Department of Telecommunications and Energy ("MDTE").

Article 4. Regulatory Oversight

4.1 The terms and conditions of this Agreement may be subject to the review and approval of the "MDTE" and both parties agree to comply with any changes required in this Agreement or orders of the MDTE in complying with this Agreement. MCI-B is also subject to the general terms and conditions approved by the MDTE from time to time for the sale or transportation of gas. This Agreement shall also be subject to the Commonwealth of Massachusetts Standard Contract Form which will be executed along with this Agreement, and the related Terms and Conditions.

Article 5 General Provisions

- 5.1 If the Parties are unable to agree with the performance of the provisions of this Agreement, any claim shall, he settled by arbitration administered by the American Arbitration Association ("AAA") under its Construction Industry Arbitration Rules (or any other party that the Parties mutually agree to in writing), and the award rendered by the erbitrators shall be final and binding on the parties thereto, but such award shall be subject to and may be overruled by any order of the MDTE. The arbitration shall be conducted by a panel of three (3) arbitrators. Judgment on such award may be entered in any court having jurisdiction thereof. Arbitration proceedings shall be held in Boston, Massachusetts unless the Parties mutually agree on another location.
- 5.2 No waiver by a Party of any one or more defaults by the other Parties in the performance of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.
- 5.3 No Party shall Transfer its Interest in this Agreement without first obtaining the prior written consent of all other Parties.

- At all times during the term of this Agreement, each Party shall comply with all applicable Laws of all governmental authorities having jurisdiction over the Work.
- This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, 5.5 representations and understandings, written or oral, partaining therato, except that, in any inconsistency between this Agreement and the Commonwealth's form "Terms and Conditions" (previously signed) or the Standard Commonwealth Contract form; the provisions of the Commonwealth form shall govern. Any modifications, emendments, or changes to this Agreement shall be binding upon the parties only if agreed upon in writing by all the Parties hereto.
- The descriptive headings of all Articles and Sections of this Agreement are formulated and used for convenience only and shall not be deemed to affect the meaning or construction of any such Article or Section.
- Any provision of this Agreement that is Illegal, prohibited or unenforceable under Massachusetts or federal law shall be specifically treated as null and void without effect on the remainder of the Agreement except as may be necessary under the remaining provisions. MCI-B's obligations under this Agreement are also conditional on the availability of funding appropriated by the Commonwealth.
- Every notice, request, or other statement to be made or delivered to a Party pursuant to this Agreement shall be directed to such Party's representative at the address or facsimile number given below or to such other address or facsimile number as the party may designate from time to time. The Parties' addresses and facsimile numbers are:
- If to MCIAB: (a)

Paul Murphy, Assistant Deputy Commissioner Bridgewater Complex—The Matt Talbot House

15 Administration Road, P.O. Box 628 Phone: Fex

Bridgeweter, MA 02324

617-727-0417, Ext. 2000

617-727-1719

If to Bay State: (b)

> Bay State Gas Company 300 Friberg Parkway Westborough, MA 01581

Attention: William D. MacGillivray

508-836-7355 Phone: 508-836-7039 Fax:

For purposes of this Agreement, the date on which any notice, request. statement, payment or other communication (including communication by Facsimile) shall be deemed to have been given shall be the date on which it is received by the recipient

It is specifically agreed by the Parties hereto that in no event shall any rights to termination or damages conferred by law or conferred by this Agreement be presumed to be adequate remedies for any default hereunder. Each party does

therefore fully reserve its rights, after exhaustion of dispute resolution procedures pursuant to Section 5.1 above, to seek through judicial proceedings specific performance of any term of this Agreement.

- 5.10 Both parties represent to each other that their organization has authority to enter into this Agreement and that all of the terms and conditions will be binding and lawful obligations of the party making the representation.
- 5.11 This Agreement shall become effective upon execution and delivery hereof by each of the Parties and shall continue in force and effect until all obligations and duties of the Parties provided for under this Agreement have been fulfilled, unless sooner terminated as set forth herein.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the Effective Date by a duly authorized representative having authority to bind such Party to the obligations contained herein.

MCI-B

By:

16: PETER V.

Director Dr. Lendelschriften Street

Bay State Gas Company

By,

hs: vice Fresident

HIMEWOYOWOWING & FORESTONENT, AND

COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT FORM



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This form is jointly impost by the Executive Office for Administration and Finance (ANF), the Office of the Competition (CTR) and the Operational Engineer Engineer in the efficient printed language of this form as published by ANK, CTR and OSD Division (OSD) for use by all Commonwealth Departments. Any sillators to the efficient printed language of this form as published by ANK, CTR and OSD Division (OSD) for use by all Commonwealth Departments. Any sillators comply which all applicable becomes the Commonwealth The Commonwealth Tierms and comply with all applicable becomes and used or account fedurary standards. The Commonwealth Tierms and Confidence and at External performs the Control in account with the applicable Commonwealth Tierms and Confidence and at External Control in account with the applicable Commonwealth Tierms and Confidence and at External

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Vendor Code:	DEPARTMENT NAME (AL Bridgewater Correctional Complex)
CONTRACTOR NAME: Bay State Gas Company	Copyrict Managori FDTEA V. MACCHI
Contrad Managar: John R. Suca	Columed Meneral
Confrad Manager. John 576 7091	Phone: 508.433.3353 Part 508.433.3353
Phone: {\$88} \$3657839	Fact 508 900 Su
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See attached Energy Related Service Agre	dies of perjury that it is in compliance with all of the following provisions an
PRESS WHEREOS, the Contractor certifies, under the paint and pensis and pensis to compliance with these provisions for the life of this Contract. That it and pensits to complete performance under this Contract, that it is in complete end pensits to complete early professional and personal legary sufficient prevailing ways rate and completes these, that it is in compliance of the last that it is completed ended prevailing ways rate and completes these, that it is in complicate the last that the Contractor is either a "qualified confloyer" (it is a, child care tables assistance, or outdute a near-cite child care placements) and this description of comparations, c. 180, 556A (non-profit comparations), c. 181, 54 (fearing comparations) of this and the Atlantesy General's Office; that it is in complicate with Frently definited or suspended by the federal government or the State taider as and the Atlantesy General's Chies; that it is in complicate with Frently definited or suspended by the federal government or the State taider and in this Contract, and in WITNESS WHEREOF, the Contractor of	ulties of perjuty that it is in compliance with all of the following provisions and a Contractor is qualified to perform this Contract and persesses, or shall obtain, all as plants of the following it follows that the performance with all federal and stars are how, including M.O.L. c. 62C, §49A; that purposes the following to payments to the Employeest Security System and required withflows relating to payments to the Employeest Security System and required the implify insurance sufficient to cover its performance under this Contract that I will a limitally insurance sufficient to cover its performance under this Contract that I will a mind the provisions of the Acts of 1991, as size, §57 as an employed as the first that it is dependent one and the first the Contractor is an "excurpt employed", thus percent a M.G.L. a. 156B, §109 to the Contractor is an "excurpt employed", thus percent and inflictions and reports the color of the Contractor is an employee of 11 USC 1352; that it and any of its information of 11 USC 1352; that it and any of its information of the Contractor of the Contractor of 150, M.G.L. a. 268A, a. 7, §72C and any additional processive Orders 130, 346 and 359, M.G.L. a. 268A, a. 7, §72C and any additional processive of the prime and personal and personance and personal and personal and personal and personal and perso
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COMMONWEALTH TERMS AND CONDITIONS



This Commonwealth Terret and Conditions form is Jointly brused by the Executive Office for Administration and Found (ANF), the Office of the Comptrailer (CTR) and the Department of Progressiant and General Services (POS) for use by all Commencements of Massachuseus

("Sime") Departments and Contractors. Any distinger or electronic absentions by either the Department or the Contractor to the official version of this form as jointly published by ASF, CIR and PGS, that void this form and may underlying Commun. Upon execution of these Commonwealth Terms and Conditions by the Couractor and filing as prescribed by the Office of the Comprolic, these Commonwealth Tooms and Conditions will be incorporated by reference and any Congress for Commodition and Screens executed by the Commercer and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance thall include services repotent obligations due, easts incurred commodities and deliverables provided and amount by the Department, programs provided or other commissions surjected under a Course. A deliverable shall include any margible product to be delivered as an element of performance under a Contract The Community is entitled to owner this and possession of all deliverables purchased of serviced with State finale. Commen shall mean the Standard Comman Form insued jointly by ANT, CTR and PGS.

Concrete Effective Start Date Natural Standing vertal or other representations by the parties, or an earlier start date indicated in a Commen, the mine start date of performance under a Contract strall be the date a Contract has been exercised by an authorized eigenmy of the Contestion, the Department, a bire date specified in the Contract of the date of any approvate required by law

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1. Payment And Compensation. The Contrator stall only be compensated for performance delivered and amended by the Department in semiclance with the sportfor torus such conditions of a Contract. All Contract proposeds are schier to appropriation pursuant to M.G.L. C. 29, \$26, or the availability of satisfied non-appropriated finds for the purposes of a Course, and stall be subject to interest personn to MOL C 7A E3 and 815 CMR 9.00. Overgrammer shall be reimbursed by the Contractor or may be stilled by the Department from frame payment in superimor with pane finance law. Ampiana by the Contactor of any payment or partial payment, without any witten objection by the Communica, shall be each insurance operate as a release and discharge of the State from all claims, liabilities at other obligations relating to the performance of a Convict.

3. Consector Permon Mechanism All Commence will be paid using the Payment Voucher System unless a different payment mortunism is required. The Communion thall timely substill involves (Payment Vertainers - Farm PV) and supporting documentation as presented in a Contract. The Department that! review and reases expected breakers within follows (15) days of receipt with a written explanation for regionists. Rayments shall be made by second-ones with the bill paying policy issued by the Office of the Comproller and \$15 CMR 400. provided that payment periods kined in a Comment of loss than forty-five (45) toys from the care of receipt of an invoice shall be effective only to enable a Department to take adversage of early pursuan incontract and shall and subject any payment made which the forty-five (45) day period to a penalty. The Convenier Payroll System, shall be used saily for Individual Communicate with have been determined to be "Convent Employees" as a result of the Department's samplefor of an instant Revenue Service SS-8 form in accordance with the Oznaka Sucesi Responsible Act (OBRA) 1990, and shall anomalically process all state and federal mendated payroll, was and rethermont destinations.

4. Contract Termination Or Semonion. A Company stell terminate on the date specified in a Contract, unless that date is properly amended in accordance with all applicable base and regularious prior to this date, or unless terminated or suspended under this Sealon lipon prior written motion to the Company. The Department stay terminate a Comment without cause and without persetty, or many terminate of suspend a Contract if the Contractor benefities any material term or condiden at fails to perform or falfill any autorial obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Community or he the event of an unforcecen public emergency mandating immediate Department action. Upon immediate nodification to the oriest party, actitud the Department not the Contractor shall be decuned to be in breach for failure or delay in performance due to Arts of God or other causes facusally beyond their control and without their fault or profite and Subcontrastor fillers to perform or price increases due to marker fluctuations or product availability will not be desired factually beyond the Contractor's control. 5. Writton Nocice. Any notice shall be seemed delivered and received when an instruct is verying in person or when skillered by any other appropriate method evidencing actual receipt by the Department or the Computer. Any written method of homization or unproduct delivered in the Computer shall make

the effective date and period of the entire, the reasons for the termination or ampereda if applicable, any alleged hunch of federe is perform a reasonable belled to cite any alleged process or failure to become it applicable, and any mornious or vanitations managing allowable safetiles, come or expenditures by the Commence during the motion period.

6. Confidencelles. The Company shall comply with M.G.L. C. 66A if the Commander becomes a "solder" of "personal das". The Contractor shall also blocat the balayary security said territor said second to believery or other Designment that in the Commerce's population or used by the Contractor is the eforement of a Consect, which shall include but is not limited to the comments publicationed documents. Her minute appropries or systems Record Longing and Recoming Inspection Of Reports. The Commenter stall maissals seconds, books, files and other cars as specified in a Constant and is such deall as shall properly substantiate claims for payment under a Contract for a minimum retention period of seven (7) years beginning on the first day after the final payment trader a Commerce, or such longer period as is necessary for the resolution of any frigation, sixing projectivism andit or other inquiry involving a Commer The Department shall have remen, as well as any parties identified under Emmire Orser 195, suring the Coursesor's wegular business hours and upon reconsible price notice, to such records, including consist reviews and improduction of such records at a reasonable expense.

E. ATTIONMENT THE Commencer way sor manys or salegan in whole or in part or otherwise manner any training, responsibility, congration, dany of true or moder a Communit, with the exception that the Communior that he authorities to emign present and prospendese chalms for money due to the Communior pursuing to a Comment in accordance with MCGL C. 106, Special The Commenter must rovida attincient notice of exciprence and apporting documentation to enable the Department to writing and templature the antiqued! Frymers to third party stationers will be precessed as if such personnes were being made directly to the Constant and these payments will be subject to immerge, office, encurer claims or any other Department rights article are realizable to the Department or the

State against the Commander.

5. Subcommenting By Companies. Any subcomment extend into by the Comment for the purposes of fulfilling the subgradue made a Comment must be in writing, amuscatted in advance by the Department and stall be common with and subject to the provisions of these Commonwealth Terrs and Conditions and s Contract Submitteen will are expired on ejectures the Contractor from any day, obligation, responsibility or liability arising under a Comman Department is emitted to expire of all sub-entracts and shall not be bound by any

श्राक्षांसंस्था क्यारांत्रां के व क्राक्रियात्राज्ञ त प्रकृति है के का व क्रार्

10. Afformation Action. Non-Discolutionion In Stiring And Employee The Commence small ecomply with all federal and san- laws, rules and regulations moneying but employment fraction or proposition completed distinguished and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor stall any qualified employee be demoted experience for employment nor stall any qualified in the terrier, possible. municipal opportunities wages, benefits or forms and conditions of their क्ष्मण्यात्र क्रिक्साट वर्ष स्टब्स् क्लील, क्यांनाम क्लिस क्राव्टम्, बहुद स्टब्स् क्लीहुंवत embling, bandings, second eximitation or for executing my rights afforded by law. The Communication committee to purchasing supplier and services from continue of money owners by minutely of women owned by minutely or women owned by socially or executionly disadvantaged parsons or passons with disabilides.

11. Internationally Union otherwise prompted by law, the Company shall indennify and bold hamber the State, including the Department, its applications and employees against any root all chains, liabilities and easie for any berrous; mines, as knoberts granted hunar or cobsticin papingement or appearance demanded that the State may sustain which arise out of or in connection with the Commences performance of a Comment, including but not limited to the sergingence, medicas or interminant conduct of the Contractor, he agent, manner. completees or subcommenters. The Commenter shall at no time be exercisered an agent or representative of the Department or the State. After prompt medification of a claim by the State, the Commuter shall have an opportunity to protequate in the defined of such claim and any negotiated scalement agreement or judgment. The State thall got be findle for any costs incomed by the Commission mines under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12 Warners. Forthereness or inchalgence in any form or manner by a perry shall per be construed at a waiter, may be by family he legal or equitable remodises available to that party. No waiver by either party of any default or breach thall

CONTRACTOR IN WARLES OF MAY SEED FROM METERS OF DESERVE

13. Rick Of Lear. The Communer shall bear the rick of lost for any Commune qualitization meet for a Comman and for all adjunctions, Department personal of other data which is in the presection of the Coursetter or used by the Coursette

ENERGY RELATED SERVICES AGREEMENT

This Agreement entered into this	day of	1999 by and
L D. L. Cherto Con Company (FDs)	v State") a Massacht	Tseffz das alswarding
and Denorment of Comedia	in by the Mot-Diluyer	SOLCE MINIMAL WIRESPENDED TITLE
Bridgewater Correctional Complex ("Me	CI-B"), an agency of the	he Commonwealth of
Massachusetts.		

Recitals

- A. Bay State is ready and willing to provide the necessary extensions to its system to (a) provide a gas service line to the power plant (b) provide the necessary internal gas piping to two Riley boilers and one Cleaver Brooks boiler, and (c) to retro fit such boilers currently using oil for space and water heating ((a), (b) and (c) collectively being "the Work") so that such equipment ("the equipment") will have the capability to use either oil or gas as its fuel, and
- B. MCI-B is ready and willing to use gas as its primary fuel for the equipment for a minimum term sufficient to cover the costs to Bay State of performing the Work.

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions herein contained, Bay State and MCI-B agree as follows:

Article 1 Responsibility of the Parties

1.1 Responsibility of MCI-B

- 1.11 MCI-B will be prepared for Bay State to begin the Work within one (1) month of the date of this Agreement; Bay State has the right to renegotiate terms and conditions or cancel this agreement if MCI-B is not prepared within four (4) months of the date of this Agreement.
- 1.12 MCI-B agrees to begin using/purchasing Bay State's gas and/or transportation service within 90 days of completion of the first of three boilers to be installed (the "Initial Phase"). If such use/purchase does not begin within this time, MCI-B shall reimburse Bay State for the actual cost of the Work, unless an extension of time for good cause is agreed upon in writing which agreement shall not be unreasonably withheld.
- 1.13 MCI-B warrants that natural gas will be the primary fuel for the equipment. MCI-B agrees to purchase a minimum volume of gas (from Bay State or from others but with delivery by Bay State) per annum during each consecutive twelve month period, commencing with the first month after the Work is completed, ("Commencement Date") for a period of ten years. The minimum volume in terms of transportation revenues to Bay State billed by Bay State to MCI-B shall be at least \$363,000 during each 12 month period from the Commencement Date and for subsequent Anniversary Dates. (Transportation revenues are represented on the monthly bill as the sum of Customer Charges and Distribution Charges or if MCI-B becomes a transportation customer only then transportation revenue will be Customer Charge plus Transportation Charge.) If transportation revenues received by Bay State are less than the minimum transportation

revenues of \$363,000, Bay State shall charge, and MCI-B agrees to pay, a Minimum Annual Adjustment fee of the difference between \$363,000 and the actual transportation revenue received. Transportation revenues received by Bay State from MCI-B in excess of \$363,000 in any 12 month period, shall be applied to reduce MCI-B's minimum payment requirement in subsequent years. Minimum volumes applicable to any period of less than twelve months shall be determined by proration of the minimum annual volume and associated transportation revenues. Such payment under this paragraph is not a payment for gas but shall be considered a payment for a service.

1.14 MCI-B will identify underground infrastructure (e.g.: sprinkler system, septic system, underground electric, etc.) or of any other structure or condition on or about its property which could affect the Work hereunder requested.

1.2 Responsibilities of Bay State

- 1.21 Bay State's facilities and all aspects of the Work to be performed on MCI-B's equipment and transferred to MCI-B will meet applicable standards, laws and codes.
- 1.22 Bay State will begin Work within a reasonable period of time after this Agreement has been signed by both parties, and MCI-B is prepared for the Work to begin. Bay State is not responsible for any MCI-B losses caused by Work delays or cancellation or any refusals by a governmental authority to issue any necessary permits or approvals.
- 1.23 Bay State will refill any excavation with earth removed, compact the soil, and will rake it smooth to the surface level, however, Bay State will not be responsible for grass reseeding nor for any settling of refilled earth.
- 1.24 This installation may be delayed or cancelled, or the terms renegotiated, due to adverse weather or digging conditions, or dental of necessary permits or approvals.
- 1.3 The parties understand that, by order of the Massachusetts Department of Environmental Protection signed on June 15, 1999, the Cleaver Brooks boiler must be converted by October 15, 1999, and the two Riley fire tube boilers by October 15, 2000. If BSG learns or determines that either of these deadlines will not be met, it shall immediately inform MCI-B in writing as to the anticipated length of delay and the cause of the delay. MCI-B will immediately convey that information to DEP with a request for extension of the relevant deadline as required under the DEP order. The parties agree that these deadlines govern the project timetable except for presently unforeseen circumstances outside of their control which may result in delay.

Article 2 Ownership of Pipes, Meters, Fittings, etc.

2.1 Bay State will retain title, ownership and control of all pipes, services, mains, meters and fittings up to MCI-B's piping. All piping, fittings, parts and equipment installed as part of the Work beyond Bay State's meter will become the property of MCI-B when MCI-B has fully complied with the covenants and conditions of this Agreement. The equipment that will become the property of MCI-B is warranted to be free from

defects in design and operation for one year from the date of Initial operation. During such warranty period, Bay State will at no cost to MCI-B either repair or replace parts of the equipment to achieve the intended specifications. After the warranty period, MCI-B will be responsible for the maintenance, repair or replacement of such equipment. Bay State has the right to serve other customers with the gas mains it installs pursuant to this Agreement as long as such service does not interfere with the supply of gas necessary for MCI-B to operate the boilers.

Article 3 Payment

Bay State's estimated cost of Work described above is \$2,216,540. MCI-B shall contribute \$0.00 toward this cost at installation. MCI-B acknowledges that it may be billed additional amounts for the cost of the Work pursuant to Paragraph 1.13 above if it fails to take delivery of the required volume of gas that will provide a minimum of \$363,000 in transportation revenue to Bay State. MCI-B will be billed regularly (either monthly or bimonthly) for gas use at gas rates approved by, and on file with, the Massachusetts Department of Telecommunications and Energy ("MDTE").

Article 4. Regulatory Oversight

The terms and conditions of this Agreement may be subject to the review and approval of the "MDTE" and both parties agree to comply with any changes required in this Agreement or orders of the MDTE in complying with this Agreement. MCI-B is also subject to the general terms and conditions approved by the MDTE from time to time for the sale or transportation of gas. This Agreement shall also be subject to the Commonwealth of Massachusetts Standard Contract Form which will be executed along with this Agreement, and the related Terms and Conditions.

Article 5 General Provisions

- If the Parties are unable to agree with the performance of the provisions of this Agreement, any claim shall, be settled by arbitration administered by the American Arbitration Association ("AAA") under its Construction Industry Arbitration Rules (or any other party that the Parties mutually agree to in writing), and the award rendered by the arbitrators shall be final and binding on the parties thereto, but such award shall be subject to and may be overruled by any order of the MDTE. The arbitration shall be conducted by a panel of three (3) arbitrators. Judgment on such award may be entered In any court having jurisdiction thereof. Arbitration proceedings shall be held in Boston, Massachusetts unless the Parties mutually agree on another location.
- No waiver by a Party of any one or more defaults by the other Parties in the performance of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.
- No Party shall Transfer its interest in this Agreement without first obtaining the prior written consent of all other Parties.

- At all times during the term of this Agreement, each Party shall comply with all applicable Laws of all governmental authorities having jurisdiction over the Work.
- This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, representations and understandings, written or oral, partaining thereto, except that, in any inconsistency between this Agreement and the Commonwealth's form Terms and Conditions" (previously signed) or the Standard Commonwealth Contract form; the provisions of the Commonwealth form shall govern. Any modifications, emendments, or changes to this Agreement shall be binding upon the parties only if agreed upon in writing by all the Parties hereto.
- The descriptive headings of all Articles and Sections of this Agreement are formulated and used for convenience only and shall not be deemed to affect the meaning or construction of any such Article or Section.
- Any provision of this Agreement that is illegal, prohibited or unenforceable under Massachusetts or federal law shall be specifically treated as null and void without effect on the remainder of the Agreement except as may be necessary under the remaining provisions. MCI-B's obligations under this Agreement are also conditional on the availability of funding appropriated by the Commonwealth.
- Every notice, request, or other statement to be made or delivered to a Party pursuant to this Agreement shall be directed to such Party's representative at the address or facsimile number given below or to such other address or facsimile number as the party may designate from time to time. The Parties' addresses and facsimile numbers are:
- If to MCI-B: (a)

ŗ

Paul Murphy, Assistant Deputy Commissioner Bridgewater Complex-The Matt Talbot House 15 Administration Road, P.O. Box 628

Fax:

Bridgeweter, MA 02324

Phone:

617-727-0417, Ext. 2000

617-727-1719

If to Bay State: (b)

Bay State Gas Company 300 Friberg Parkway Westborough, MA 01581 Attention: William D. MacGillivray

608-836-7355 Phone: 508-836-7039 Fax:

For purposes of this Agreement, the date on which any notice, request, statement, payment or other communication (including communication by Facsimile) shall be deemed to have been given shall be the date on which it is received by the recipient.

It is specifically agreed by the Parties hereto that in no event shall any rights to termination or damages conferred by law or conferred by this Agreement be presumed to be adequate remedies for any default hereunder. Each party does

therefore fully reserve its rights, after exhaustion of dispute resolution procedures pursuant to Section 5.1 above, to seek through judicial proceedings specific performance of any term of this Agreement.

- 5.10 Both parties represent to each other that their organization has authority to enter into this Agreement and that all of the terms and conditions will be binding and lawful obligations of the party making the representation.
- 5.11 This Agreement shall become effective upon execution and delivery hereof by each of the Parties and shall continue in force and effect until all obligations and duties of the Parties provided for under this Agreement have been fulfilled, unless sooner terminated as set forth herein.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the Effective Date by a duly authorized representative having authority to bind such Party to the obligations contained herein.

MCI-B

BV:

its:

Director Of Administrative Services

Bay State Gas Company

1

Its: Vace Freeident

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COMMONWEALTH OF MASSACHUSETTS DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY

RESPONSE OF BAY STATE GAS COMPANY TO RECORD REQUESTS FROM THE ATTORNEY GENERAL D.T.E. 05-27

Date: July 13, 2005

Responsible: Lawrence Kaufmann Consultant

RR-AG-28: Provide the statistics used in preparing DTE 04-10 - and provide those

statistics from Boston Gas DTE 3-40.

Response: Please see Attachment RR-AG-28 and RR-AG-28 (b) respectively.

Bay State Gas
DTE 05-27
Attachment RR-AG-28

GAUSS Data Export Facility

Begin export...

Export completed

Number of cases in GAUSS data set: 453.000 Number of cases written to foreign file: 453.000 Number of variables written to foreign file: 31.000

Date: 7/12/05 **** SUR ESTIMATION RESULTS **** Time: 10:09:15

OUTPUT FILE:C:\work\Baystate\results\dr_10

DATA FILE:C:\work\Baystate\bench03dr10.xls

DEFINITIONS OF OUTPUT VARIABLES:

Y1 is number of customers.

Y2 is Total deliveries.

DEFINITIONS OF BUSINESS CONDITION VARIABLES:

Z1 is % of non-iron and steel in Dx miles

Z2 is Number of Electric Customers

Z3 is northeast dummy variable

Z4 is Miles of Distribution Main

Z5 is Pbr dummy variable for Bay State Gas

Model includes time trend.

Time period used: 1994 through 2003

k = nadd10

GAUSS Data Import Facility

Begin import...

Import completed

Number of rows in input file: 473

Number of cases written to GAUSS data set:

Number of variables written to GAUSS data set: 60

1 453

SEEMINGLY UNRELATED REGRESSION WITH HETEROSKEDASTICITY 7/12/2005 10:09 am

Data Set: C:\work\Baystate\Temp_3.dat

DIVISOR USING N IN EFFECT RESTRICTIONS IN EFFECT

ITER. # = LOG OF DETERMINANT OF SIGMA = 5.53950671

ITER. # = LOG OF DETERMINANT OF SIGMA = 5.47288022

ITER. # = 2 LOG OF DETERMINANT OF SIGMA = 5.47058063

ITER. # = 3 LOG OF DETERMINANT OF SIGMA = 5.47037499

ITER. # = 4 LOG OF DETERMINANT OF SIGMA = 5.47035359

ITER. # = 5 LOG OF DETERMINANT OF SIGMA = 5.47035134

ITER. # = 6 LOG OF DETERMINANT OF SIGMA = 5.47035110

ITER. # = 7 LOG OF DETERMINANT OF SIGMA = 5.47035107

ITER. # = 8 LOG OF DETERMINANT OF SIGMA = 5.47035107

ITER.#= 9 LOG OF DETERMINANT OF SIGMA = 5.47035107

Equation: 1

Dependent variable:

Total cases: 453 Valid cases: 453
Total SS: 388.703 Degrees of freedom: ---R-squared: 0.968 Rbar-squared: 0.967
Residual SS: 12.605 Std error of est: 2.531

Durbin-Watson: 0.278

	Estimated S	tandard	Prob	
Variable	Coefficient	Error t-r	ratio > t	:
~~~~				
CONST	8.14953209			
WL	0.20487854	0.00285442	71.776	0.0000
WK	0.63893526	0.00299430	213.384	0.0000
Y1	0.57094553	0.04156780	13.735	0.0000
Y2	0.20260515	0.03509580	5.773	0.0000
WLWL	0.04366583	0.03709472	1.177	0.2398
WLWK	-0.13820346	0.02508251	-5.510	0.0000
WKWK	0.21037454	0.02214792	9.499	0.0000
Y1Y1	-0.42541905	0.07017894	-6.062	0.0000
Y2Y2	-0.52920375	0.09867019	-5.363	0.0000
WLY1	-0.01810061	0.00726937	-2.490	0.0131
WLY2	-0.01373724	0.00723523	-1.899	0.0583
WKY1	0.01395969	0.00514824	2.712	0.0070
WKY2	0.01207320	0.00600890	2.009	0.0451
Y1Y2	0.44886812	0.08116648	5.530	0.0000
<b>Z</b> 1	-0.02152289	0.04958488	-0.434	0.6645
<b>Z</b> 2	-0.00461888	0.00107337	-4.303	0.0000
<b>Z</b> 3	0.08404966	0.00786765	10.683	0.0000
<b>Z</b> 4	0.10211388	0.03681025	2.774	0.0058
<b>Z</b> 5	-0.00012681	0.00089772	-0.141	0.8877
TREND	-0.01963210	0.00214586	-9.149	0.0000
K	-0.01707746	0.01112972	-1.534	0.1256

-----

Equation: 2

Dependent variable: SL

_____

Total cases:453Valid cases:453Total SS:2.719Degrees of freedom:----R-squared:0.093Rbar-squared:0.105Residual SS:2.465Std error of est:2.524

Durbin-Watson: 0.367

Estimated Standard Prob

Variable	Coefficient	Error t-	ratio > t	
CONST	0.20487854	0.00285442	 2 71.776	0.0000
WL	0.04366583	0.03709472	1.177	0.2397
WK	-0.13820346	0.02508251	-5.510	0.0000
Y1	-0.01810061	0.00726937	-2.490	0.0131
Y2	-0.01373724	0.00723523	-1.899	0.0582

-----

Equation: 3

Dependent variable: SK

-----

Total cases:453Valid cases:453Total SS:3.369Degrees of freedom:----R-squared:0.188Rbar-squared:0.199Residual SS:2.736Std error of est:3.378

Durbin-Watson: 0.279

	Estimated S	tandard	Pro	b
Variable	Coefficient	Error	t-ratio	> t
CONST	0.63893526	0.0029943	30 213.	384 0.0000
WL	-0.13820346	0.02508251	-5.510	0.0000
WK	0.21037454	0.02214792	9.499	0.0000
Y1	0.01395969	0.00514824	2.712	0.0069
Y2	0.01207320	0.00600890	2.009	0.0451

-----

Equation: 4

Dependent variable: SM

-----

Valid cases: 453
Degrees of freedom: ----

Variable	Estimated S Coefficient	tandard Error t-r	Prob ratio >	t
CONST	0.15618621	0.00269397	57.976	o.0000
WL	0.09453764	0.02345970	4.030	0.0001
WK	-0.07217108	0.01743741	-4.139	0.0001
Y1	0.00414093	0.00651055	0.636	0.5255

Y2 0.00166404 0.00685021 0.243 0.8083

MEACURES OF COORNESS OF FIT

MEASURES OF GOODNESS-OF-FIT

AN UNCENTERED SYSTEM R-SQUARE 0.969

A CENTERED SYSTEM R-SQUARE 0.972

The results from the test of the null hypothesis that all slope coefficients in all equations are simultaneously equal to zero.

Test statistic Prob > t

1622.984 0.0000

VALIDATION OF REGULARITY CONDITIONS

_____

Monotonicity of the Estimated Cost Function

The number of observations for which each of the following predicted cost share is nonpositive is listed below

Labor Capital Materials
0 0 0
(0.00 %) (0.00 %) (0.00 %)

Concavity of the Estimated Cost Function

The number of the observations for which the condition that the matrix of second order partial derivatives of the cost function with respect to input wages is negative semi-definite holds:

421 (92.94 %)

Quasi-Concavity of the Estimated Cost Function

The number of observations for which the condition that the cost function is strictly quasi-concave in input prices holds:

421 (92.94%)

## Second Order Condition for Cost Minimization

The number of the observations for which the condition that the bordered Hessian is negative definite holds:

421 (92.94 %)

#### OUT-OF-SAMPLE PREDICTION OF TOTAL COST LEVEL PERFORMANCE LAST 5 YEARS

Actual	Predict	ed Differo	ence t_rati	io p_value	Utility
8.231	8.546	-0.315	-10.950	0.000	15.000
7.375	7.685	-0.310	-10.784	0.000	30.000
6.765	7.067	-0.301	-10.480	0.000	53.000
7.566	7.824	-0.259	-8.993	0.000	44.000
7.810	8.053	-0.242	-8.419	0.000	38.000
8.844	9.023	-0.179	-6.218	0.000	23.000
8.538	8.691	-0.153	-5.330	0.000	12.000
7.639	7.762	-0.123	-4.265	0.000	49.000
8.063	8.178	-0.115	-3.983	0.000	4.000
7.255	7.353	-0.097	-3.387	0.001	37.000
5.993	6.089	-0.096	-3.332	0.001	7.000
6.568	6.654	-0.086	-3.007	0.003	45.000
6.607	6.689	-0.083	-2.872	0.004	26.000
5.473	5.546	-0.073	-2.534	0.012	54.000
7.893	7.959	-0.065	-2.277	0.023	46.000
8.013	8.076	-0.063	-2.202	0.028	25.000
7.441	7.484	-0.042	-1.469	0.143	17.000
7.206	7.244	-0.038	-1.336	0.182	9.000
8.408	8.440	-0.032	-1.120	0.263	41.000
6.272	6.302	-0.030	-1.052	0.293	57.000
8.987	9.017	-0.030	-1.029	0.304	34.000
9.739	9.757	-0.018	-0.636	0.525	40.000
8.698	8.712	-0.014	-0.488	0.626	13.000
6.686	6.700	-0.014	-0.484	0.628	22.000
8.750	8.758	-0.008	-0.267	0.790	5.000
7.601	7.591	0.011	0.370	0.712	1.000
6.939	6.927	0.011	0.397	0.692	31.000

7.555	7.538	0.017	0.576	0.565	Bay State
7.981	7.904	0.078	2.699	0.007	24.000
8.639	8.561	0.079	2.742	0.006	2.000
7.083	6.988	0.095	3.318	0.001	6.000
7.970	7.866	0.104	3.602	0.000	43.000
6.962	6.827	0.134	4.665	0.000	33.000
7.940	7.803	0.136	4.735	0.000	28.000
7.163	6.999	0.165	5.732	0.000	10.000
7.085	6.917	0.167	5.825	0.000	11.000
8.710	8.537	0.173	6.002	0.000	16.000
9.741	9.547	0.195	6.765	0.000	27.000
8.237	8.032	0.205	7.140	0.000	21.000
7.497	7.280	0.216	7.524	0.000	36.000
7.936	7.697	0.238	8.291	0.000	3.000
8.565	8.270	0.295	9.189	0.000	29.000
8.554	8.173	0.381	13.248	0.000	42.000

Bay State Gas Company 

Attachment RR-AG-28(b)

Date: 5/29/03 ****

STANDARD SUR ESTIMATION RESULTS ****

Page 1 of 4 Time: 16:50:51

OUTPUT FILE:C:\work\Bostongas\heteroskedasticity\Sur hse.h12

DATA FILE:C:\work\Bostongas\heteroskedasticity\bench17c.xls

*****************

#### DEFINITIONS OF OUTPUT VARIABLES:

Y1 is Number of Retail Customers.

Y2 is Throughput.

## DEFINITIONS OF BUSINESS CONDITION VARIABLES:

- Z1 is Percent of Non-iron Miles in Distribution.
- Z2 is Number of Electric Customers.
- 23 is Earthquake Dummy Variable
- Z4 is Dummy for Northeast Region.
- Z5 is Dummy for Years with PBR for Boston Gas.

Trend is a time trend.

Time period used: 1993 through 2000

***************

GAUSS Data Import Facility ******************

Begin import...

Import completed

1510 Number of rows in input file:

1509 Number of cases written to GAUSS data set:

Number of missing elements:

Number of variables written to GAUSS data set: 90

1 336

LINEAR SEEMINGLY UNRELATED REGRESSION 5/29/2003 4:50 pm

Data Set: C:\work\Bostongas\Temp_3.dat 

DIVISOR USING N IN EFFECT RESTRICTIONS IN EFFECT

ITER. #=0 LOG OF DETERMINANT OF SIGMA = -15.38202089 ITER. #=1 LOG OF DETERMINANT OF SIGMA = -15.42780834

Equation: 1

Dependent variable:

#### Bay State Gas Company D.T.E. 05-27 Attachment RR-AG-28(b) Page 2 of 4

Total cases: Total SS:	336 302.185	Valid cases: Degrees of f		Attachment RF
R-squared: Residual SS: Durbin-Watson	0.976 7.217 : 0.376	Rbar-squared Std error of		0.975 0.147
Variable	Estimated Coefficient	Standard Error	t-ratio	Prob > t
CONST WL WK Y1 Y2 WLWL WLWK WKWK Y1Y1 Y2Y2 WLY1 WLY2 WKY1 WKY2 Y1Y2 Z1 Z2 Z3 Z4 Z5 TREND	8.02918323 0.20185704 0.64759377 0.65809327 0.21023735 -0.10132346 0.01039158 0.08987463 -0.43891367 -0.51216696 0.01390679 -0.02300894 -0.02780150 0.03848859 0.45247080 -0.21015234 -0.01015216 0.01558425 0.05916300 -0.00273374 -0.00480901	0.02987792 0.00335598 0.00458616 0.03161059 0.03327131 0.04635760 0.02523248 0.02655540 0.06846824 0.07503464 0.07503464 0.07503464 0.01064813 0.01086500 0.07026459 0.04965488 0.00135325 0.00415480 0.00649597 0.00069754 0.00330040	268.733 60.148 141.206 20.819 6.319 -2.186 0.412 3.384 -6.410 -6.826 1.584 -2.603 -2.611 3.542 6.440 -4.232 -7.502 3.751 9.108 -3.919 -1.457	0.0000 0.0000 0.0000 0.0000 0.0000 0.0296 0.6807 0.0008 0.0000 0.1141 0.0097 0.0094 0.0005 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000
	Equat Dependent var		L 	
Total cases: Total SS: R-squared: Residual SS: Durbin-Watson	336 1.222 0.080 1.124 0.521	Valid cases: Degrees of fr Rbar-squared: Std error of	•	336  0.096 0.058
Variable	Estimated Coefficient	Standard Error	t-ratio	Prob > t
WL WK	0.20185704 -0.10132346 0.01039158 0.01390679 -0.02300894	0.04635761 0.02523248 0.00877835 0.00884040	-2.186 0.412 1.584	0.0000 0.0295 0.6807 0.1141
	Equat	ion: 3	 <	
Total cases: Total SS: R-squared: Residual SS: Durbin-Watson	336 1.973 0.064 1.847 : 0.442	Degrees of fi Rbar-squared:	:	336  0.080 0.074
. •				Page

Variable	Estimated Coefficient	Standard Error	t-ratio	Ba∳ <b>State</b> Gas Company >   t   D.T.E. 05-27 Attachment RR-AG-28(b)
CONST	0.64759377	0.00458616	141.206	0.0000 Page 3 of 4
WL	0.01039158	0.02523248	0.412	0.6807
WK	0.08987463	0.02655540	3.384	0.0008
Y1	-0.02780150	0.01064813	-2.611	0.0094
Y2	0.03848859	0.01086500	3.542	0.0005

Equation: 4

Dependent variable: SM

Valid c	ases	5:	336
Degrees	of	freedom:	

Variable	Estimated Coefficient	Standard Error	t-ratio	Prob > t
CONST	0.15054918	0.00566299	26.585	0.0000
WL	0.09093189	0.03725548	2.441	0.0155
WK	-0.10026621	0.02968234	-3.378	0.0009
Y1	0.01389470	0.01353214	1.027	0.3058
Y2	-0.01547965	0.01380749	-1.121	0.2636

AND CHORD OF COORDINGS OF FIRE

#### MEASURES OF GOODNESS-OF-FIT

AN UNCENTERED SYSTEM R-SQUARE

0.978

A CENTERED SYSTEM R-SQUARE

0.978

The results from the test of the null hypothesis that all slope coefficients in all equations are simultaneously equal to zero.

Test	statistic	Prob	> t
127	9.837 0.	0000	

VALIDATION OF REGULARITY CONDITIONS

Monotonicity of the Estimated Cost Function

The number of observations for which each of the following predicted cost share is nonpositive is listed below

Labor	Capital	Materials
0	0	0
(0.00 %)	(0.00 %)	(0.00 %)

Concavity of the Estimated Cost Function

The number of the observations for which the condition that the matrix of second order partial derivatives of the cost function with respect to input wages is negative semi-definite holds:

Page 3 of 4

Quasi-Concavity of the Estimated Cost Function

The number of observations for which the condition that the cost function is strictly quasi-concave in input prices holds:

336 (100.00 %)

Second Order Condition for Cost Minimization

The number of the observations for which the condition that the bordered Hessian is negative definite holds:

336 (100.00 %)

# COMMONWEALTH OF MASSACHUSETTS DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY

# RESPONSE OF BAY STATE GAS COMPANY TO RECORD REQUESTS FROM THE ATTORNEY GENERAL D.T.E. 05-27

Date: July 13, 2005

Responsible: John Skirtich, Consultant (Revenue Requirements)

RR-AG-29: Reconcile the amounts shown on the D.T.E. 2004 Annual Return, page

47, with the amounts on MOC 1-3 for all sales promotion expenses.

Response: Please see Attachment RR-AG-29.

## Bay State Gas Company General Rate Case D.T.E. 05-27

Ln. Account	t.	Annual Re	turn to DTE		Billed to Northern/ Credit to		
No. Number	<u>Description</u>	Amount	Reference	<u>Amount</u>	Account 923	<u>Net</u>	
1 415-00	Furnance Inst./Below the line	2,354,197	Pg. 51, Ln. 50	40,573		40,573	
2 911-00	Supervision	66,710	Pg. 47, Ln 11				
3 912-00	New Bus Misc	9,305		9,305	1,768	7,537	
4 912-01	New Bus Mileage	19,563		12,500	2,375	10,125	
5 912-05	New Bus Demo &Sell. Salaries	80,307		235	45	190	
6 912-08	New Bus Misc. Promotion	33,174		33,174	6,303	26,871	
7 912-14	New Bus Incentive Program	5,955					
8 912-16	New Bus Assisting Sales	3,382					
9 912-72	New Bus Part HH-No Chg	378					
10 912-95	New Bus - Vehicle Clearing	7,480					
11 912-96	New Bus Store Room Expense	98					
12 Total 9	12	159,642	Pg. 47, Ln 12				
13 913-00	Advertising	200,871		200,871	16,070	184,801 2/	/
14 913-XX	Advertising	(2,500)		,	•	,	
15 Total A	dvertising	198,371	Pg. 47, Ln 13				
16 921-00	Office Supplies	4,283,153	Pg. 47, Ln 19	1,935	368	1,567	
17 923-00	Outside Services	26,291,682	Pg. 47, Ln 21	11,674	2,218	9,456	
18 Total				310,267	1/ 29,147	240,547 3/	/

Notes:

1/ MOC-1-1 2/ MOC-3-10 3/ MOC-1-3

# COMMONWEALTH OF MASSACHUSETTS DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY

# RESPONSE OF BAY STATE GAS COMPANY TO RECORD REQUESTS FROM THE ATTORNEY GENERAL D.T.E. 05-27

Date: July 13, 2005

Responsible: John Skirtich, Consultant (Revenue Requirements)

RR-AG-31: Identify all sales promotional programs in test year. If already provided in

another response, so indicate.

Response: Promotional expenses in the test year are presented in AG-15-12, which

is the same as MOC-01-01 except that AG-15-12 requested the

information back to 2000, while MOC-01-01 requested the information

back to 2002.